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2010-023169 07/22/2010 03:37:52 PM
Pages: 1 of 22 REST
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**DECLARATION OF RESTRICTIVE COVENANTS AND
ENVIRONMENTAL PROTECTION EASEMENT**

Allied Paper/Kalamazoo River
DNRE Site ID No.: 39000051
U.S. EPA Site No.: MID006007306

From Cause E

DNRE Reference No.: RC-RRD-201-10-010

This Declaration of Restrictive Covenants and Environmental Protection Easement ("Declaration") is made by and between Georgia-Pacific LLC, a Delaware limited liability company ("Grantor"), having an address of 133 Peachtree Street, N.E., Atlanta, Georgia 30303; and the Michigan Department of Natural Resources and the Environment ("DNRE", the successor agency to the Michigan Department of Environmental Quality (MDEQ) pursuant to Executive Order 2009-45, effective January 17, 2010), having an address c/o Director, Michigan Department of Natural Resources and the Environment, P.O. Box 30473, Lansing, Michigan 48909-7973, shall be considered as the Grantee. (Collectively referred to as "Parties").

RECITALS

- A. Grantor is the owner of the real property located in Kalamazoo County and legally described in Exhibit 1 attached hereto ("Property").
- B. The Property is part of operable unit 2 of the Allied Paper, Inc./Portage Creek/Kalamazoo River Superfund Site ("Site"), DNRE Site ID No. 39000051, for which a Record of Decision ("ROD") has been issued by the United States Environmental Protection Agency ("U.S. EPA") for the purpose of carrying out Response Activities, as defined below, needed to address environmental contamination at the Site. The MDEQ concurred with the ROD in a letter dated September 26, 2006.
- C. The United States Environmental Protection Agency has, pursuant to Section 122 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), entered into a Consent Decree ("CD") with the Parties for the design and implementation of Response Activities at the Property. The CD, which bears Docket Number 1-09-cv-429, requires that Grantor place certain limitations on the use of the Property as therein described.

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
I, Timothy A. Snow,
Clark/Register of Deeds
of the County of Kalamazoo, and the Circuit Court thereof, do hereby
certify that the foregoing is a true and correct copy of the original thereof on file in
my office. Signed and sealed at Kalamazoo, Michigan,
this 4 day of Aug 20 10
TIMOTHY A. SNOW, County Clerk/Register of Deeds
By [Signature] Deputy Clerk/Register of Deeds

D. By this Declaration of Restrictive Covenants and Environmental Protection Easement, Grantor assumes no additional liability to the United States or the State of Michigan with regard to the Property. Grantee assumes no liability with regard to the Property by this Declaration of Restrictive Covenants and Environmental Protection Easement.

E. The Site was placed on the National Priorities List ("NPL") in 1990 and is a facility as that term is defined in Section 101(9) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* ("CERCLA") and Section 20101(0) of Part 201, Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101(0) *et seq.* ("NREPA"). Hazardous substances, including polychlorinated biphenyls ("PCBs") have been released and/or disposed of on the Property. The hazardous substances were contained in a landfill from the prior manufacturing activities associated with the Site. Prior to recording this Declaration, Response Activities have been undertaken to remove certain contaminated soils and waste debris.

F. At the time of recording of this Declaration, U.S. EPA has determined that the hazardous substances at the Property present a threat to human health through direct contact or ingestion, and that the land use and resource restrictions set forth below are required to prevent unacceptable exposures.

G. The restrictions contained in this Declaration of Restrictive Covenants and Environmental Protection Easement are based upon information available to the U.S. EPA and DNRE at the time the ROD was issued. Failure of the Response Activities to achieve and maintain the criteria, exposure controls, and requirements specified in the ROD; future changes in the environmental condition of the Property, the applicable cleanup criteria or the discovery of environmental conditions at the Property that were not accounted for in the ROD; or the use of the Property in a manner inconsistent with the restrictions described herein, may result in this Declaration not being protective of public health, safety, and welfare, and the environment. Information pertaining to the environmental conditions at the Property and Response Activities undertaken at the Site is on file with the DNRE, Remediation and Redevelopment Division. Site Identification Number: 39000051.

DEFINITIONS

"MDEQ" shall mean the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf;

"DNRE" shall mean the Michigan Department of Natural Resources and the Environment, the successor agency to the MDEQ pursuant to Executive Order 2009-45, effective January 17, 2010.

"NREPA" shall mean Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 *et seq.*, as amended.

"Owner" shall mean, at any given time, the then current title holder of the Property or any portion thereof;

"Response Activities" shall mean, consistent with section 101(25) of CERCLA, such Activities as have been or may be necessary to conduct any removal, remedy or remedial action, as those terms are defined in sections 101(23) and 101(24) of CERCLA, on the Property and/or at the Site, including enforcement activities related thereto;

"U.S. EPA" shall mean the United States Environmental Protection Agency, its successor entities and those persons or entities acting on its behalf.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"), 1990 AACRS R 299.5105 et seq., shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the recording date of this Declaration.

NOW THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing Recitals shall not be interpreted as mere recitals, but shall be deemed part of this Declaration and shall be enforceable hereunder.
2. **Purpose.** The purpose of this Declaration is to create restrictions in Grantor's real property rights, which will run with the land for as long as necessary to facilitate the remediation of environmental contamination described in the ROD as determined or modified by U.S. EPA; to grant a right of access to Grantee and its assigns and representatives to monitor and conduct Response Activities; to protect human health and the environment by reducing the risk of exposure to contaminants of concern; and to provide for the long-term protectiveness of the remediation.
3. **Grant.** Grantor, on behalf of itself, its successors and assigns, in consideration of the terms of the Consent Decree in the case of the United States of America v. Georgia-Pacific, LLC, does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, warrants that Grantor has good and sufficient title to the Property described in Exhibit 1, and does give, grant, declare and convey to the Grantee, and its assigns and representatives, the perpetual right to enforce said use restrictions. Grantor further, on behalf of itself, its successors and assigns, in consideration of the settlement terms set forth in the CD, does give, grant, declare and convey to the Grantee, and its assigns and representatives: 1) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property; and 2) the right to enforce said easement.
4. **Third Party Beneficiary.** The Grantor, on behalf of itself and its successors, transferees, and assigns, hereby agrees that the United States, acting by and through the U.S. EPA its successors and assigns shall be a third party beneficiary ("Third Party Beneficiary") of all the

2010-023169 07/22/2010 03:37:52 PM
Pages: 3 of 22 REST

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benefits and rights set out in the restrictions, covenants, easements, exceptions, notifications, conditions and agreements herein, and that the Third Party Beneficiary shall have the right to enforce the restrictions described herein as if it was a party hereto. No other rights in third parties are intended by this Declaration, and no other person or entity shall have any rights or authorities hereunder to enforce these restrictions, terms, conditions or obligations beyond the parties hereto, their successors, assigns, subsequent owners of the Property and the Third Party Beneficiary.

5. **Restrictions on Use.** Grantor, on behalf of itself, its successors and assigns or other persons acquiring an interest in the Property and their authorized agents, employees, or persons acting under their direction and control, covenants and declares that the Property shall be subject to the restrictions on use set forth below, and intends that said restrictions and covenants run with the land and may be enforced in perpetuity against any and all Owners by Grantee and the Third Party Beneficiary and their successors and assigns. Owner, its successors and assigns shall:

- a) Not use the Property in a manner that causes existing contamination to migrate beyond the boundaries of the Property, increases the cost of Response Activities, or otherwise exacerbates the existing soil and groundwater contamination located on the Property. The term exacerbation is more specifically defined in Section 20101(1)(n) of the NREPA, MCL 324.20101(1)(n).
- b) Prohibit and shall not use the Property in a manner that may interfere with Response Activities at the Property, including interim response, remedial action, operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the remedial action.
- c) Restrict the uses of the Property to those uses compatible with industrial use consistent with the assumptions and basis for the cleanup criteria established pursuant to Section 20120a(1)(i) of the NREPA and generally described in the *Description of Allowable Uses*, attached hereto as Exhibit 3. The following uses allowed under the Kalamazoo Light Industrial District zoning designation are prohibited:
 - i) Wholesale and retail sale of goods, merchandise, and services;
 - ii) Repair garages and service stations;
 - iii) Veterinary hospitals;
 - iv) Recreational uses;
 - v) Hotels, boarding and lodging houses, motor courts, and motels;
 - vi) Funeral parlors;
 - vii) Skating rinks and bowling alleys;
 - viii) Drive-in theatres;
 - ix) Kennels.

2010-023169 07/22/2010 03:37:52 PM
Pages: 4 of 22 REST
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Cleanup criteria for specific categories of land use are located in the Government Documents section of the Library of Michigan.

- d) Not construct or use wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other use, except for wells and devices that are necessary for Response Activities, testing and monitoring groundwater contamination levels in accordance with plans approved by the DNRE or U.S. EPA. Short term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations including, but not limited to, Part 201 of the NREPA.
- e) Prohibit any excavation or other intrusive activity on the Property that could affect the integrity of the cap placed over the landfill areas, except during short term construction or repair projects or for purposes of further treating or remediating the subject contamination. Any excavation or other intrusive activity, including removing, altering, or disturbing the landfill cap, that could affect the integrity of the cap, must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work. Repair and/or replacement of the barrier must be completed unless additional sampling is conducted that demonstrates that a cap in the area is no longer necessary and this determination is reviewed and approved by the U.S. EPA.
- f) Prohibit the construction of buildings or structures on the Property unless the buildings or structures are built with slab-on-grade construction (no basements or crawl spaces) and an evaluation of the potential for any hazardous substances, including methane, to volatilize into indoor air is performed to assure the protection of persons who may be present in the buildings. If necessary, such construction shall incorporate engineering controls designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new building or structure at concentrations greater than applicable criteria. Any building construction plans shall be submitted to and approved by the U.S. EPA.
- g) Allow the installation of permanent markers that have been approved by the U.S. EPA, in consultation with DNRE, within the Property boundaries. These permanent markers shall more or less describe the restricted area and the nature of the



prohibitions specified in the provisions of this Restrictive Covenant and the liber and page numbers of this Restrictive Covenant as recorded in the Kalamazoo County Register of Deeds Office. The Owner shall not remove, cover, obscure, or otherwise alter or interfere with any permanent markers placed on the Property at the locations generally depicted in Exhibit 2. Owner shall keep vegetation and other materials clear of any permanent markers to assure that the markers are readily visible.

6. Access. As part of the easement granted herein, Grantor does give, grant, declare and convey to the Grantee, and its assigns and representatives: an irrevocable and continuing right of access at all reasonable times to the Property for the purposes of:

- a) monitoring, overseeing and/or implementing the Response Activities described in the ROD or any other U.S. EPA or DNRE decision document for the Property or the Site, and conducting any necessary inspection and repair of any operation and maintenance equipment, including the inspection of records or documents related thereto.
- b) verifying any data or information submitted to the U.S. EPA and/or the DNRE, and determining and monitoring compliance with the ROD and this Declaration, any other U.S. EPA or DNRE decision document, and any implementing statement of work or work plan;
- c) verifying that no action is being taken on the Property in violation of the terms of this Declaration or of any federal or state environmental laws or regulations;
- d) conducting and/or monitoring investigations relating to the nature and extent of contamination on or near the Property and the Site including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
- e) conducting periodic reviews of the Response Activities at the Property and at the Site, including but not limited to, reviews required by applicable statutes and/or regulations; and
- f) implementing additional or new Response Activities, if the remedial action selected in the ROD or any other U.S. EPA and/or DNRE decision document results in any hazardous substances, pollutant or contaminants remaining at the Site above levels that allow for unlimited use and unrestricted exposure, and U.S. EPA, in consultation with DNRE and pursuant to Section 121(c) of CERCLA, determines that, upon its completion, the selected remedy for the Site will not be protective of public health, welfare or the environment; or



- g) implementing additional or new response activities, as that term is defined in Section 20101(1)(ee) of the NREPA, if the remedial action selected in the ROD or any other DNRE and/or U.S. EPA decision document results in any hazardous substances, pollutants or contaminants remaining at the Site above the criteria developed pursuant to Section 20120(a)(1)(i) of the NREPA, and DNRE, in consultation with U.S. EPA, determines that, upon its completion, the remedy will not be protective of the public health, safety, welfare or the environment.

7. **Contaminated Soil/Residuals Management.** Soils and residuals underlying the landfill cap at the Property were, at the time of recording of this Notice, polychlorinated biphenyl (PCB)-containing material that is or may be regulated under the Toxic Substances Control Act (TSCA), 15 USC 2601 *et seq.*, or Part 115, Solid Waste Management, of the NREPA, MCL 324.11501 *et seq.* If the Owner undertakes any excavation or otherwise disturbs the soils or residuals beneath the cap, the Owner shall, at that time, confirm whether these materials are regulated under TSCA or Part 115 of the NREPA. If so, the Owner shall handle and dispose of the soils and residuals in full compliance with all relevant requirements of state and federal laws. If the soils or residuals are not regulated under TSCA or Part 115 at the time of excavation or disturbance, the Owner shall manage such soils, media and/or debris and all other soils located on the Property in accordance with the requirements of Section 20120c of the NREPA, the Part 201 Administrative Rules promulgated thereunder, and all other relevant state and federal laws.

8. **DNRE Entry, Access, and Response Authority.** Nothing in this Declaration shall limit or otherwise affect DNRE's right of entry and access, or authorities to take Response Activities as defined in this Declaration, as well as in Section 20101(1)(ee) Part 201 of the NREPA, under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, the NREPA, and any successor statutory provisions, or other state or federal law.

9. **U.S. EPA Entry, Access, and Response Authority.** Nothing in this Declaration shall limit or otherwise affect U.S. EPA's right of entry and access, or authorities to take Response Activities as defined in this Declaration, as well as in CERCLA, the National Contingency Plan, 40 C.F.R. Part 300, and any successor statutory provisions, or other state or federal law.

10. **Term.** This Restrictive Covenant and Environmental Protection Easement shall run with the Property until terminated or revoked pursuant to paragraph 10, below, and shall be binding on the Owner; future owners; and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control.

11. **Modification.** The Restrictive Covenants and Environmental Protection Easement contained herein shall continue for so long as necessary to accomplish the Response



Activities described in the CD, and shall not be modified, suspended, terminated or revoked without express written authorization by U.S. EPA, with the approval of DNRE. The Grantor or any subsequent owner of the Property may seek to modify or terminate, in whole or in part, the restrictions set forth herein by submitting to U.S. EPA a written application that identifies each such restriction to be terminated or modified, describes the terms of each proposed modification, and sets out any proposed revisions to the environmental easement/restrictive covenants in this Declaration. Each application for termination or modification of any restriction or easement set forth herein shall include a demonstration by the applicant that the requested termination or modification will not interfere with, impair or reduce:

- a) the effectiveness of any measures undertaken pursuant to the CD;
- b) the long term protectiveness of the remediation; or
- c) protection of human health and the environment.

If U.S. EPA makes a determination that an application satisfies the requirements of this paragraph, including the criteria specified in (a) through (c), U.S. EPA will notify the owner of the Property in writing. If U.S. EPA does not respond in writing within 90 days to an application to modify or terminate any restrictions, U.S. EPA shall be deemed to have denied Owner's application. Any modification to or rescission of this Declaration of Restrictive Covenants and Environmental Protection Easement shall be filed with the appropriate Registrar of Deeds and a certified copy shall be returned to DNRE and U.S. EPA at the addresses listed below.

12. **Enforcement.** The Grantor, Grantee or Third Party Beneficiary, each acting independently and without the others, shall be entitled to enforce the terms of this Declaration in a judicial action seeking specific performance or other applicable remedies at law or in equity. The right to so enforce the conditions and restrictions in this Declaration are in addition to any other remedies that may be available, including, but not limited to, remedies under CERCLA. Whether to enforce the terms of this Declaration or to participate in an enforcement action brought by any of the others shall be at the sole discretion of the Grantor, Grantee and/or the Third Party Beneficiary and any forbearance, delay or omission to exercise any of their rights under this Declaration in the event of a breach of any term of this Declaration shall not be deemed a waiver by any such party of any such term, or any other term, or any rights of any of the Grantor, Grantee or Third Party Beneficiary under this Declaration. This Declaration and the rights and restrictions granted herein shall not inure to the benefit of the public in general.

13. **Transfer of Interest.** The Owner shall provide notice to the DNRE and to U.S. EPA of the Owner's intent to transfer any interest in the Property, or any portion thereof, at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without complete provision for compliance



with the terms and conditions of this Declaration of Restrictive Covenants and Environmental Protection Easement and the applicable provisions of Section 20116 of the NREPA, as determined by U.S. EPA and DNRE. The Owner shall include in any instrument conveying any interest in any portion of the Property, including but not limited to, deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANTS AND ENVIRONMENTAL PROTECTION EASEMENT, DATED _____, 2009, AND RECORDED WITH THE KALAMAZOO COUNTY REGISTER OF DEEDS, DOC. NO. _____. THESE RIGHTS AND RESTRICTIONS RUN WITH THE LAND AND ARE ENFORCEABLE BY THE GRANTOR, GRANTEE AND THE THIRD PARTY BENEFICIARY IDENTIFIED THEREIN.

14. Reservation of Defenses. Nothing in this Declaration shall be construed to enlarge the jurisdiction of federal courts, to create subject matter jurisdiction to adjudicate any claims against U.S. EPA or DNRE, or otherwise to operate as a waiver of any sovereign immunity of the United States or the State of Michigan, and the United States and DNRE expressly reserve all rights and defenses they may have in connection with any action initiated pursuant to this Declaration. Nothing herein shall be construed as Grantor's waiver of any rights or defenses available at law, in equity, provided by any statute or by any state and federal constitution.

15. Notices. Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this Declaration shall be made in writing and include a statement that the notice is being made pursuant to the requirements of this Declaration and shall be served either personally or sent via first class mail, postage prepaid, as follows:

For the U.S. EPA:

Director
Superfund Division (SR-6J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

with a copy to:

Office of Regional counsel (C-14J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

2010-023169 07/22/2010 03:37:52 PM

Pages: 9 of 22 REST

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For the DNRE:

Chief
Remediation and Redevelopment Division
Michigan Department of Natural Resources and the Environment
P.O. Box 30426
Lansing, MI 48909-7926

16. **Miscellaneous.**

- a) **Controlling Law.** The interpretation and performance of this Declaration shall be governed by the laws of the United States as to the obligations referred to in the CD, and by the laws and regulations of the State of Michigan for all other purposes hereunder (without reference to choice of laws principles thereof). The right to enforce the conditions and restrictions in this instrument are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under CERCLA or Part 201 of the NREPA.
- b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed to affect the purpose of this Declaration and the policy and purpose of CERCLA and the land use restrictions and prospective use limitations of the State of Michigan. If any provision of this Declaration is found to be ambiguous, an interpretation consistent with the purpose of this Declaration that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) **Severability.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision hereof, and all other provisions shall continue unimpaired and in full force and effect.
- d) **Entire Agreement.** This Declaration supersedes all prior discussions, negotiations, understandings, or agreements relating to the matters addressed herein, all of which are merged herein.
- e) **Successors.** The covenants, terms, conditions, and restrictions of this Declaration shall be binding upon, and inure to the benefit of Grantor and Grantee and their agents, successors, and assign and any subsequent owners, occupants or other persons acquiring an interest in the Property and their respective agents, successors and assigns. The rights, but not the obligations or authorities, of the U.S. EPA are freely assignable to any public entity, subject to the notice to the Grantor, its successors and assigns, as their interests appear in the public title records kept and maintained by the Kalamazoo County Registrar of Deeds.

2010-023169 07/22/2010 03:37:52 PM

Pages: 10 of 22 REST

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17. Exhibits.

Exhibit 1— Legal Description of the Property.

Exhibit 2 — Survey of the Property generally depicting the landfill relative to the Property boundaries, and the location of the permanent markers.

Exhibit 3 — Description of Allowable Uses

18. Authority to Execute Restrictive Covenant and Environmental Protection Easement. The undersigned person executing this Declaration on behalf of the Owner represents and certifies that the Grantor has good and sufficient title to the Property described in Exhibit 1 and that he or she is duly authorized and has been empowered to execute and deliver this Declaration of Restrictive Covenants and Environmental Protection Easement.

2010-023169 07/22/2010 03:37:52 PM

Pages: 11 of 22 REST

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IN WITNESS WHEREOF, the County Registrar of Deeds has caused this Declaration of Restrictive Covenants and Environmental Protection Easement to be executed on this 22nd day of July, 2010.

FOR Georgia-Pacific, LLC

Signature: Garry T. Griffith

Date: 07/22/2010, 2010

Name (print): Garry T. Griffith

Title: Director Environmental Field Services

Address: 133 Peachtree Street, N.E.
Atlanta, GA 30303

STATE OF MICHIGAN)

COUNTY OF KALAMAZOO)

On this 22nd day of July, 2010, before me appeared Garry T. Griffith, the Director of Env. Field Services of Georgia-Pacific, LLC, a Delaware limited liability company, known to be the person who executed the foregoing document.

Naney Thomas

NANEY THOMAS, Notary Public

Van Buren County, MI

My Commission Expires: 01-10-2011

Acting in Kalamazoo County, MI

2010-023169 07/22/2010 03:37:52 PM

Pages: 12 of 22 REST

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FOR the Michigan Department of Natural Resources and the Environment

Signature: *Lynelle Marolf* Date: *June 22*, 2010
Name (print): LYNELLE MAROLF
Title: Acting Chief, Remediation & Redevelopment Division
Address: Remediation and Redevelopment Division
Michigan Department of
Natural Resources and the Environment
P.O. Box 30426
Lansing, MI 48909-7926

STATE OF MICHIGAN)
COUNTY OF INGHAM)

On this 22nd day of June, 2010, before me appeared *Lynelle Marolf*, the
acting chief of the Michigan Department of Natural Resources and the Environment,
known to be the person who executed the foregoing document.

KATHLEEN J. SRUBA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires Sept. 15, 2012
Acting in the County of Ingham

Kathleen J. Sruba, Notary Public
County, Michigan
My Commission Expires: _____

Prepared by and after recording return to:
Ronald E. Baylor, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
277 South Rose Street, Suite 5000
Kalamazoo, Michigan 49007
269-381-7030

2010-023169 07/22/2010 03:37:52 PM

Pages: 14 of 22 REST

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EXHIBIT 1 - Legal Description

**CONSENT DECREE
FOR THE DESIGN AND IMPLEMENTATION OF CERTAIN RESPONSE ACTIONS
AT OPERABLE UNIT 2 OF THE
ALLIED PAPER, INC./PORTAGE CREEK/KALAMAZOO RIVER SUPERFUND SITE**

- A. Willow Boulevard Landfill, including the Willow Boulevard Drainageway
Tax ID No. 39-06-24-195-010:

Real estate situated in the Township of Kalamazoo, County of Kalamazoo, State of Michigan, described as follows:

Commencing at the West ¼ post of Section 24, T2S, R11W, Kalamazoo Township, Kalamazoo County, Michigan; thence North 00°00'00" East along the West line of said Section, 480.00 feet for the place of beginning of the land hereinafter described; thence along an intermediate traverse line along the former and present bank of the Kalamazoo River for the next 11 courses: North 03°28'14" East, 124.71 feet; thence North 09°00'57" East, 100.85 feet; thence North 55°30'25" East, 107.12 feet; thence South 86°49'05" East, 263.42 feet; thence north 66°36'14" East, 131.42 feet; thence South 64°46'29" East, 172.14 feet; thence South 54°56'07" East, 60.53 feet; thence South 55°08'59" East, 229.48 feet; thence South 18°53'55" West, 103.80 feet; thence South 32°58'13" East, 62.74 feet; thence South 64°02'06" East, 28.26 feet; thence South 54°17'40" East, 165.34 feet to the most Northerly corner of Lot "A", Field Addition, as recorded in Liber 7 of Plats on Page 19, Kalamazoo County Records; thence Westerly along the Northerly boundary of Field Addition and the Southerly bank of the former Kalamazoo River location, 1,200 feet, more or less, to the place of beginning. Together with all land lying between the intermediate traverse line and along the former and present bank of the Kalamazoo River.

- B. A-Site Landfill, including the Area South of the A-Site Berm (including former Olmstead Creek); the Area East of Davis Creek; and the AMW-3A Area:

Real estate situated in the Township of Kalamazoo, County of Kalamazoo, State of Michigan, described as follows:

Parcels 4 & 6, Tax ID Nos. 39-06-24-306-980 (Parcel 4); 39-06-24-195-010 (Parcel 6):

Commencing at the East 1/4 post of Section 24, T. 2 S., R. 11 W., Kalamazoo Township, Kalamazoo County, Michigan; thence North 89°-41'-27" West along the East and West 1/4 line, 2,648.87 feet to the center 1/4 post of said Section and the place of beginning of the land hereinafter described; thence continuing along

2010-023169 07/22/2010 03:37:52 PM

Pages: 15 of 22 REST

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the East and West 1/4 line, North 89°-39'-47" West, 160.00 feet; thence South 12°-25'-11" East, 321.07 feet; thence North 89°-39'-47" West parallel with the East and West 1/4 line, 150.00 feet to the Northeast corner of Lot 6, Field Addition, as recorded in Liber 7 of Plats on Page 19, Kalamazoo County Records; thence along a Reference Line along the original location of Olmstead Creek (no longer exists) as defined in the recorded plat of Field Addition for the next 19 courses: North 06°-59'-22" West, 123.39 feet; thence North 88°-34'-50" West, 185.73 feet; thence North 81°-15'-19" West, 30.05 feet; thence South 34°-28'-39" West, 49.94 feet; thence South 67°-21'-45" West, 44.10 feet; thence North 76°-30'-07" West, 79.72 feet; thence South 89°-12'-27" West, 146.25 feet; thence North 65°-00'-00" East, 48.96 feet; thence North 25°-02'-44" West, 119.53 feet; thence South 65°-07'-20" West, 152.04 feet; thence North 58°-20'-09" West, 99.86 feet; thence North 64°-00'-40" West, 99.73 feet; thence South 82°-37'-27" West, 74.56 feet to the Northwest corner of Lot 25 of said Field Addition; thence continuing along said Reference Line, North 30°-47'-39" East, 150.00 feet; thence North 69°-09'-52" West, 174.77 feet; thence North 09°-35'-04" West, 111.38 feet; thence South 81°-07'-40" West, 100.97 feet; thence North 38°-30'-10" West, 100.00 feet; thence South 75°-53'-17" West, 100.00 feet to the end of said Reference Line and the most Easterly corner of Lot "A" of Field Addition; thence Westerly along the Southerly line of Lot "A", 196.91 feet along a non-tangent curve to the left with a radius of 591.00 feet and a chord bearing South 86°-34'-39" West, 196.00 feet to the most Westerly corner of Lot "A"; thence North 61°-06'-40" East along the Northerly line of Lot "A", 128.40 feet to the most Northerly corner of Lot "A" and the beginning of an Intermediate Traverse line along the former and present Kalamazoo River; thence along said Traverse line along the former bank of the Kalamazoo River for the next 5 courses: North 54°-17'-40" West, 165.34 feet; thence North 65°-02'-06" West, 28.26 feet; thence North 32°-58'-13" West, 62.74 feet; thence North 18°-53'-55" East, 103.80 feet; thence North 37°-44'-01" East, 47.17 feet to the end of the Traverse line along the former River bank and the beginning of an Intermediate Traverse line along the present Kalamazoo River; thence along said Traverse line for the next 12 courses: North 82°-59'-59" East, 155.85 feet; thence North 88°-53'-28" East, 322.27 feet; thence North 80°-45'-46" East, 162.22 feet; thence North 77°-49'-31" East, 115.64 feet; thence South 87°-20'-00" East, 198.40 feet; thence North 81°-39'-50" East, 163.96 feet; thence South 88°-52'-19" East, 120.25 feet; thence North 80°-43'-58" East, 160.64 feet; thence South 78°-28'-42" East, 38.00 feet; thence North 77°-12'-10" East, 90.18 feet; thence North 79°-43'-14" East, 210.00 feet; thence North 18°-16'-32" East, 40.00 feet to the North and South 1/4 line of said Section and the end of the Intermediate Traverse line; thence South 00°-08'-38" East along said 1/4 line, 817.50 feet to the place of beginning. Together with all land lying between the Reference Line and the location of Olmstead Creek as established by the plat of Field Addition. Also all land lying between the Intermediate Traverse line along the former and present Kalamazoo River. Containing 29.65 acres ±.



Parcel 11, Tax ID Nos. 39-06-24-305-360, 39-06-24-305-420, 39-06-24-305-430:

Real estate situated in the Township of Kalamazoo, County of Kalamazoo, State of Michigan, described as follows:

Lots 36, 42 and 43, Field Addition according to the Plat thereof as recorded in Liber 7 of Plats on Page 19, Kalamazoo County Records.

Lot 36 contains 0.36 acres \pm , Lots 42 and 43 contain 0.36 acres \pm .

Parcel 13, Tax ID No. 39-06-24-340-016:

Real estate situated in the Township of Kalamazoo, County of Kalamazoo, State of Michigan, described as follows:

Beginning at the center of Section 24, T2S, R11W; thence South along the North and South $\frac{1}{4}$ line 667.17 feet; thence Northwesterly parallel with Lake Street 244.73 feet; thence Northerly to its intersection with Olmstead Creek and the East line of the recorded Plat of Field Addition, according to the Plat thereof as recorded in Liber 7 of Plats on Page 19, Kalamazoo County Records; thence Easterly 150 feet to the centerline of Olmstead Drain; thence Northerly along said drain to the East and West $\frac{1}{4}$ line of said Section; thence Easterly thereon 160 feet to the place of beginning.

Being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ Post, Section 24, T2S, R11W, Kalamazoo Township, Kalamazoo County, Michigan; thence North $89^{\circ}41'27''$ West along the East and West $\frac{1}{4}$ line of said Section, 2,648.87 feet to the center $\frac{1}{4}$ Post of said Section; thence South $00^{\circ}02'33''$ West along the North and South $\frac{1}{4}$ line, 667.17 feet; thence North $82^{\circ}02'22''$ West parallel with Lake Street, 242.33 feet (recorded as 244.73 feet) to the East line of Field Addition according to the Plat thereof as recorded in Liber 7 of Plats on Page 19, Kalamazoo County records; thence North $00^{\circ}04'51''$ West along the East line of said Plat, 321.88 feet to the former location of Olmstead Creek; thence South $89^{\circ}39'47''$ East parallel with the East and West $\frac{1}{4}$ line, 150.00 feet to the center line of former location of Olmstead Drain; thence North $12^{\circ}25'11''$ West along the former location of said drain, 321.07 feet to the East and West $\frac{1}{4}$ line of said Section; thence south $89^{\circ}39'47''$ East thereon, 160.00 feet to the beginning. Containing 2.77 acres \pm .



EXHIBIT 2 - Survey of Property and Permanent Marker Locations

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Pages: 18 of 22 REST

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EXHIBIT 3 – Description of Allowable Uses

The primary activity at the Property is and shall continue to be industrial in nature (e.g., manufacturing, utilities, industrial research and development, petroleum bulk storage). Access to the property is and shall continue to be reliably restricted consistent with its use (e.g., by fences, security personnel, or both).

The allowable land use includes property that is currently zoned industrial or is anticipated to be zoned as industrial. This may include different zoning designations, depending on the community, such as "light industrial" or "heavy industrial," but does not include any use the zoning designation may include that allows for residential use or permanent residence on the property. Inactive or abandoned properties can be included in this category if the use was and/or will be industrial, as described above and access is controlled as necessary to assure unacceptable exposures do not occur. The industrial category does not include any form of residential use, farms or agricultural use, gasoline service stations, and other establishments where children may commonly be present.



KALAMAZOO RIVER (AS RELO

PARCEL 6

PARCEL SKETCH OF PARCELS 4, 6 & 11
 LOCATED IN SECTION 24, T. 2 S., R. 11 W.
 KALAMAZOO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

BY
Prein & Newhof
 Engineers, Surveyors, Environmental Scientists

7123 STADLER DRIVE
 KALAMAZOO, MICHIGAN 49009
 PHONE: (269) 372-1158

MAY 19, 2010

REX A. MILLIRON
 LAND SURVEYOR
 No. 28416

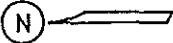
PREIN&NEWHOF:

BY: REX A. MILLIRON
 LICENSED LAND SURVEYOR #28416

NOTE:
 THIS DRAWING
 REPRESENTS ONLY A
 SKETCH OF THE
 PARCEL AND IS NOT
 INTENDED TO BE
 INTERPRETED AS A
 BOUNDARY SURVEY.

⊙ = PERMANENT MARKER

SCALE: 1" = 150'



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PARCEL SKETCH OF PARCEL 12

LOCATED IN SECTION 24, T. 2 S., R. 11 W.
KALAMAZOO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN
BY

Prein & Newhof

Engineers • Surveyors • Environmental & Soils Laboratory

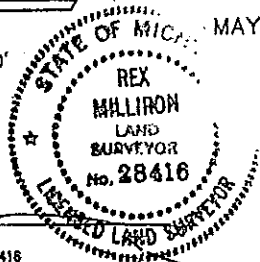
7123 STADIUM DRIVE
KALAMAZOO, MICHIGAN 49009
PHONE: (269) 372-1158

MAY 19, 2010

△ = PERMANENT MARKER



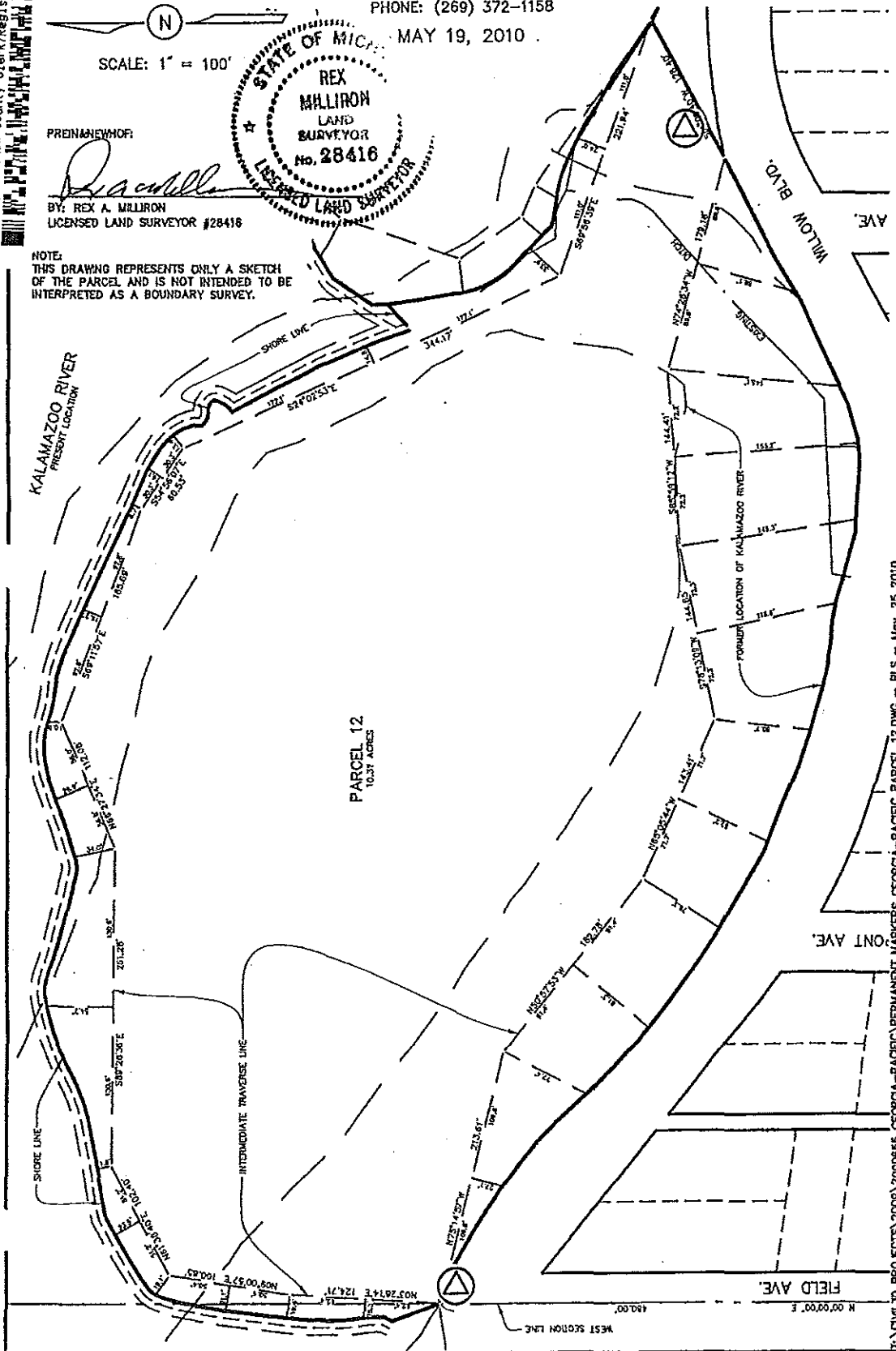
SCALE: 1" = 100'



PREIN&NEWHOF

BY: REX A. MILLIRON
LICENSED LAND SURVEYOR #28416

NOTE:
THIS DRAWING REPRESENTS ONLY A SKETCH
OF THE PARCEL AND IS NOT INTENDED TO BE
INTERPRETED AS A BOUNDARY SURVEY.



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PARCEL SKETCH OF PARCEL 13

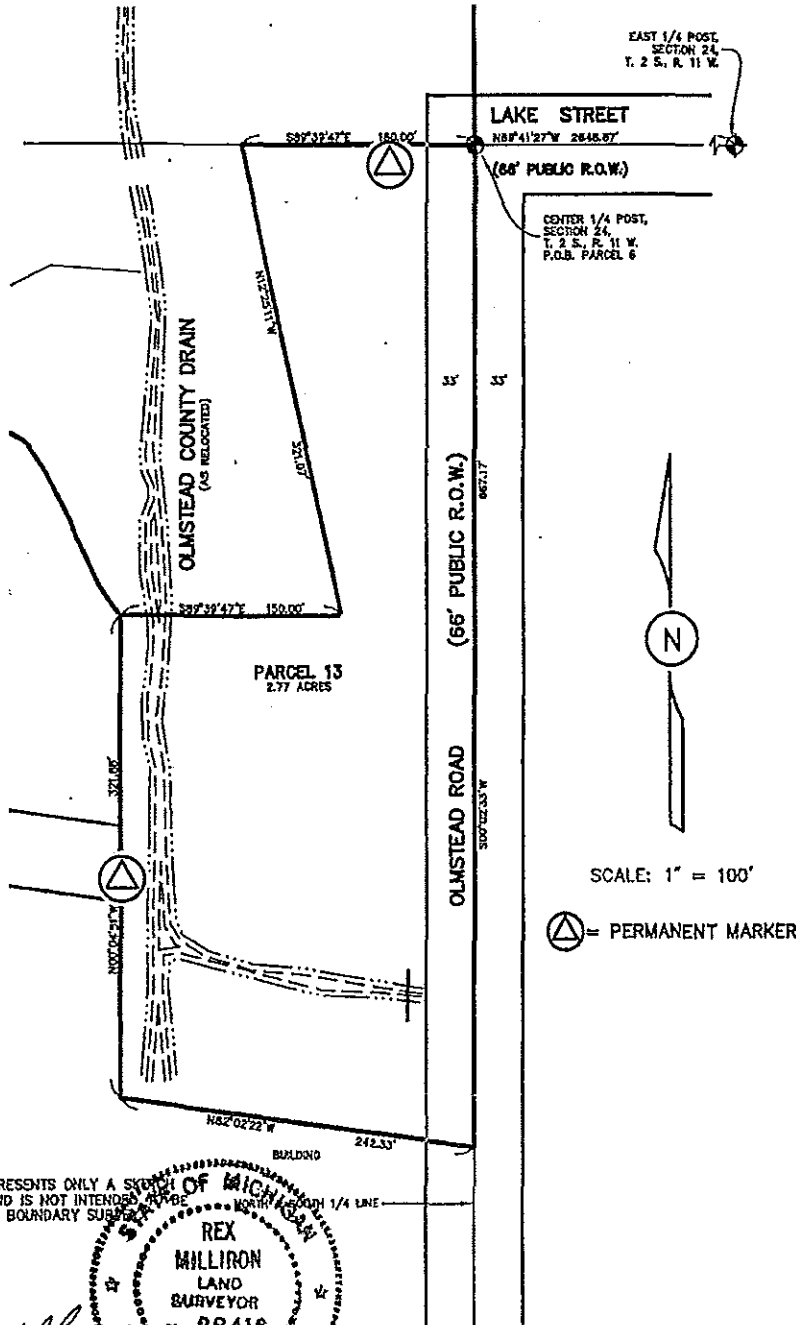
LOCATED IN SECTION 24, T. 2 S., R. 11 W.
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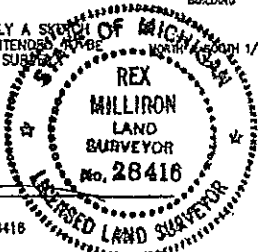
MAY 19, 2010



NOTE:
THIS DRAWING REPRESENTS ONLY A SKETCH OF THE PARCEL AND IS NOT INTENDED TO BE INTERPRETED AS A BOUNDARY SURVEY.

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Pages: 22 of 22 REST

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